

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date

Jurisdiction/State Sacramento, CA

IN YOUR OWN OPINION.....

Operator(s) Scripps Howard ("Sacramento Cable TV")

CA 1089, 1088, 1092

FCC Community Unit Identifier # 1087, 1261, 1258

Name/Title Richard Esposto, Ex. Dir.

Sacramento Metropolitan Cable TV Commission

Phone 916 440-6661

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1. Have you adopted the FCC customer service standards and notified operator of same?

YES

☒ NO

2. Date you adopted the rules?

3. Date they become effective in your franchise?

4. Did you have customer service standards in place prior to the FCC's rules?

☒ YES

☐ NO

5. Date implemented? 3/91

6. Implemented during franchise?

☒ YES

☐ NO

7. Did they require a franchise modification?

YES

☒ NO

8. Implemented during transfer?

YES

☒ NO

9. Implemented at renewal?

YES

☒ NO

10. Were these standards different or more stringent than the FCC's?

☒ YES

☐ NO

11. Specific problems you have addressed:

- Excessive phone call times
- Missed Appointments
- Late refund checks
- No rate change disclosure

12. Did you pass different or more stringent rules after the FCC rules came out?

YES

☒ NO

13. What date?

14. Franchise modification?

YES

☐ NO

15. Are these new standards different?
How?

YES

☐ NO

16. Are these standards more stringent?
How?

YES

☐ NO

17. Why were they necessary in your community?

Monopoly operator had let service to customers slip below politically acceptable levels.

18. What sort of evaluation methods are you using to determine compliance? (describe)

- Quarterly reporting by operator
- Direct monitoring of phones

19. Has the operator cooperated in providing necessary or required data?

☒ YES

☐ NO

20. Is your operator's compliance with FCC or your rules generally:

☒ GOOD

☐ OK

☐ BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules?

YES

☒ NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules?

YES

☐ NO

23. Did you see a decrease in complaints after you implemented your own rules?

☒ YES

☐ NO

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied?

☒ YES

☐ NO

SACRAMENTO METROPOLITAN



Cable
CTC television
commission

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RICHARD E. ESPOSTO
EXECUTIVE DIRECTOR

CABLE TELEVISION

CUSTOMER SERVICE

REGULATIONS

AS AMENDED
MARCH 5, 1992

Sacramento Metropolitan Cable Television Commission
828 I Street, Room 527
Sacramento, California 95814
(916) 440-6661

**SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION
CABLE OPERATOR AMENDED CUSTOMER SERVICE REGULATIONS**

TABLE OF CONTENTS

DEFINITIONS	2
Citation	2
Adequate Staffing	2
Basic Service Level	2
Bill Processing Date	2
Business Hour	2
Business Day	2
Closing Date	2
Collection Action	2
Company	2
Customer	2
Customer Service Representative	2
Customer Service Supervisor	2
Deposit	2
Downgrade	2
Due Date	2
Isolated Outage	3
Pre-Cable Condition	3
Poor Signal Quality	3
Service Call	3
Serviceable	3
System Outage	3
Telephone Answer Time	3
Toll-Free	3
OFFICE AND TELEPHONE AVAILABILITY	3
Availability	3
Telephone Access	3
Telephone Service	4
Telephone Listings	4
INSTALLATION, DISCONNECTS, AND APPOINTMENTS	4
Installation	4
Service Delivery Requirements	4
Voluntary Disconnection and Cessation of Billing	4
Collection Actions	5
Restoration and Removal Option	5
Junction Box Disconnection	6
Telephone Access to Customer Service Supervisors	6
Customer Service Representative Identification	6
Service Call Response Times	6
Service Call Scheduling	6
Service Call Alternatives	6
Service Call Response Criteria	6
No Charge for Cable-Related Service Call	7
Force Majeure	7
Company Failure to Keep Appointment	7
SERVICE OUTAGES, REFUNDS, AND CREDITS	7
Credit for Outage	7
Refund Check Processing Time	7

BILLS, BILLINGS, DEPOSITS, AND DISCONNECTIONS	7
Billing Detail	7
Deposits	8
Involuntary Disconnection	8
Disconnection and Downgrade Fee Prohibited	8
Escrow Account	8
Customer Credit Reporting	8
NOTICES AND IDENTIFICATION	9
General Rate and Programming Disclosure	9
When Disclosure Required	9
Employee Identification	10
Proration in Event of Downgrade or Disconnection in Response to Disclosure	10
Complaint Procedures	10
LOGS AND REPORTING	10
Promotional Material	10
Company's Filing of Documents and Disclosure	10
Service Request Record	10
Installation Record	10
Telephone Reporting	11
Response to Commission Inquiry	11
ENFORCEMENT	11
Informal Resolution	11
Commission Preference for Cure	11
Determination of Probable Cause for Enforcement Hearing	11
Enforcement Hearing	12
Conduct of Enforcement Hearing	12
Selection of Hearing Officer	12
Burden of Proof at Enforcement Hearing	12
Conduct of the Enforcement Hearing	12
Recommended Decision of Hearing Officer	12
Findings by Commission	13
Monetary Sanctions as Remedies	13
REMEDIES	13
Monetary Sanctions	13
Conscious Violation	13
Inadvertent Subscriber Violation	13
Inadvertent Company Violation	14
Repeated Violation Enhancements	14
Alternative Remedies	14

CABLE TELEVISION CUSTOMER SERVICE REGULATIONS

1.00 DEFINITIONS

- 1.01 "Citation." These Regulations may be cited as the "Customer Service Regulations".
- 1.02 "Adequate Staffing" means Toll-Free telephone lines are available within the required Telephone Answer Time hereunder and Customer Service Representatives are present and available to respond.
- 1.03 "Basic Service Level." "Basic Service Level" means any given Customer's cable service level for which regular monthly charges are imposed, but excluding premium services, pay-per-view, remote charges, charges for extra outlets, and other charges for related equipment.
- 1.04 "Bill Processing Date." "Bill Processing Date" means the date in each month through which all charges and credits will be reflected on any given Customer's billing. The Bill Processing Date may be on or up to several days prior to the Closing Date.
- 1.05 "Business Hour." "Business Hour" means the hours between 8:00 a.m. and 5:00 p.m. on any Business Day.
- 1.06 "Business Day." "Business Day" means any day except New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
- 1.07 "Closing Date." "Closing Date" as used herein means the date of a Business Day through which all charges (except pay-per-view charges occurring and payments received after the Bill Processing Date) are imposed and payments and credits reflected for any given billing. Pay-per-view charges occurring after the Bill Processing Date but prior to the Closing Date may be imposed and credited on the next succeeding billing.
- 1.08 "Collection Action." "Collection Action" as used herein means any initiation of adverse credit evaluation or referral to any credit reporting agency, association, or bureau not owned or operated by the Company and/or the threatened or actual initiation of legal action.
- 1.09 "Company." "Company" as used herein means any "Franchisee" under the Cable Television Franchise Ordinance and any "Licensee" under the Cable Television Licensing Ordinance.
- 1.10 "Customer." "Customer" as used herein means any person or entity utilizing or desiring to utilize cable television services provided by the Company for consideration.
- 1.11 "Customer Service Representative." "Customer Service Representative" as used herein means an agent, employee, or contractor of the Company authorized and empowered to bind the Company as to the subject matter of the Regulation utilizing the term.
- 1.12 "Customer Service Supervisor." "Customer Service Supervisor" as used herein means an agent, employee, or contractor of the Company authorized and empowered by the Company to control and direct the activities of Customer Service Representatives as to the subject matter of the Regulation utilizing the latter term.
- 1.13 "Deposit." "Deposit" as used herein means all amounts paid by a Customer which are not credited to a current charge otherwise attributable to Customer within twenty (20) Business Days after receipt thereof.
- 1.14 "Downgrade." "Downgrade" as used herein means a change, deletion, and/or modification of subscriptions to premium services which results in a net deletion of at least one premium service.
- 1.15 "Due Date." "Due Date" as used herein means the date of a Business Day not less than twenty (20) Business Days after the date of mailing of the billing. Said Due Date shall be the date by which, if payment is made thereby, no additional charge shall be imposed or collected by reason of the timeliness thereof. Notwithstanding the foregoing, the Due Date on a billing which is

a final billing or upon which a balance outstanding is past due may be established less than twenty (20) Business Days but not less than ten (10) Business Days after the date of the mailing.

- 1.16 "Isolated Outage." "Isolated Outage" as used herein means a loss of a cable signal for at least one channel of cable service reported to the Company and simultaneously affecting at least ten (10) Customers or otherwise confirmed by the Company but which is not a System Outage.
- 1.17 "Pre-Cable Condition." "Pre-Cable Condition" as used herein means the antenna wiring, as it existed immediately prior to the permitted installation of wires and equipment in, over and upon the property of the Customer. Nothing in the foregoing is intended to require the Company to replace or restore the Customer's equipment which cannot be restored to service due to loss, deterioration, or misplacement of the Customer's equipment.
- 1.18 "Poor Signal Quality." "Poor Signal Quality" as used herein means a signal reception by a Customer below the standards for such a signal as adopted by the Federal Communications Commission, including without limitation Part 76 of the Federal Communications Commission code.
- 1.19 "Service Call." "Service Call" as used herein means any work requiring the visit of the Company's representative to the point of service and any appointment requiring the presence of the Customer, including without limitation installation, repair and additional outlets.
- 1.20 "Serviceable." "Serviceable" as used herein means that (1) active cable is in the public easement immediately adjacent to the property of the Customer or (2) the Customer's property qualifies for immediate service under the Franchise Construction Completion Requirements, if applicable.
- 1.21 "System Outage." "System Outage" as used herein means a loss of all channels upon the cable system resulting from a common cause reported to the Company and simultaneously affecting at least ten (10) Customers or

otherwise confirmed by the Company within a given geographical area defined by the Company of not less than one-half (½) square mile.

- 1.22 "Telephone Answer Time." "Telephone Answer Time" as used herein means that period of time from the third ring signal to the Customer (not to exceed in any event twenty (20) seconds from the initiation of the call) to the acknowledgement of answer by a Customer Service Representative and includes all waiting and/or "on hold" time and all transfer time by any automated response unit, if any is utilized.
- 1.23 "Toll-Free." "Toll-Free" as used herein means that no charge shall be imposed upon a party calling from a residential, flat rate telephone at a point of service delivery.

2.00 OFFICE AND TELEPHONE AVAILABILITY

- 2.01 Availability. The Company shall provide Adequate Staffing to serve the public and Customers not less than nine (9) hours per Monday through Friday Business Day and, for cable systems with over 30,000 Customers, for not less than an additional five (5) hours between the hours of 5 p.m. on Friday and 8 a.m. on the following Monday, and to provide at least the following services to Customers;
- (1) Accept payments,
 - (2) Exchange or accept converters or other equipment,
 - (3) Respond to inquiries, and
 - (4) Schedule and conduct installation, service or technical calls.
- 2.02 Telephone Access. There shall be Toll-Free telephone capacity, staffed with a Customer Service Representative to provide 24-hour Referral Information including weekends and holidays. For systems with less than 30,000 Customers and for all systems between the hours of midnight and 7:00 a.m. and on national holidays, an Adequately-Trained answering service is permissible.

- (1) "Referral Information" includes without limitation dispatch of personnel in situations affecting the health and safety of persons, information as to Business Hours, and appropriate telephone numbers for Business Hour contacts.
- (2) "Adequately trained" includes without limitation the capability to provide Referral Information.

2.03 Telephone Service. Under normal operating conditions, Telephone Answer Time by a Customer Service Representative, including wait or on-hold time, shall not exceed thirty (30) seconds. If an Automatic Response Unit ("ARU") is utilized, the message on the ARU shall not exceed twenty (20) seconds and the Telephone Answer Time by a Customer Service Representative, including wait or on-hold time, shall not exceed ten (10) seconds. Busy signals shall not occur more than three percent (3%) of the time. This requirement shall be attained not less than ninety (90%) of the time when measured over any possible consecutive 15-day period.

2.04 Telephone Listings. Company telephone numbers shall be listed in the directories published by all telephone companies operating within Sacramento County. Numbers which are inadvertently omitted by the Company shall be inserted in the next available publishing schedule of the directories.

3.00 INSTALLATION, DISCONNECTS, AND APPOINTMENTS

3.01 Installation. All Serviceable residential installations shall be performed within seven (7) Business Days after an order has been placed by the Customer, except in those instances in which the Customer specifically requests an installation date beyond the seven (7) Business Day period.

3.02 Service Delivery Requirements. If the Company cannot provide installation and service within the times specified by section 3.01 above to any residential Customer requesting service, the Customer shall be informed in writing of all service delivery performance requirements imposed as to the

Customer's area or location by the applicable Franchise or License documents, including without limitation the Construction Completion Requirements of the Commission as applicable.

3.03 Voluntary Disconnection and Cessation of Billing. The Customer shall have the right to disconnect service at any time. Said voluntary disconnection and cessation of billing shall be effective upon the earlier of:

- (1) The day the Customer returns Company converters and other equipment to the Company or one of its approved agents.
- (2) The day of an appointment, mutually scheduled as between the Company and the Customer, at which the Company retrieves its converters and other equipment.
 - a. A Customer requesting this option for equipment retrieval may request the Company to reconnect his/her television equipment to its Pre-Cable Condition at the time of that appointment. If the restoration of Pre-Cable Condition of the Customer's equipment cannot be restored due to the loss, deterioration, or misplacement of necessary equipment by the Customer, the Company shall be excused from the restoration.
 - b. The mutually scheduled appointment shall occur within seven (7) Business Days following the Customer's request for disconnection.
 - c. Should the Customer, after advisement of the effect of such a request, request a scheduled pick-up of equipment beyond the aforesaid seven (7) Business Day period, the effective date for the cessation of billing shall be extended by that number of days by which the scheduled date exceeds the aforesaid seven (7) Business Day period.

- d. Should the Customer fail, neglect, or refuse to keep the first scheduled appointment for the pick-up of the Company's equipment, the effective date for cessation of billing shall be extended to the next scheduled date of pick-up.
- e. If the Company should fail, neglect or refuse to pick-up the Company equipment at the agreed upon appointment within the seven (7) Business Day period, the Company shall:

- (1) Provide the Customer with a credit in the amount specified by Section [3.15(1)] below, and
- (2) Thereafter, schedule any further appointments for the pick-up of the equipment at the reasonable convenience of the Customer.
- (3) The Company, at its option, may provide the Customer with mailers for postage prepaid return of the Company equipment in lieu of the foregoing pick-up procedure.

3.04 Collection Actions. With respect to voluntary disconnections pursuant to the preceding section, the Company shall not initiate any Collection Action against a Customer by reason of the failure to return any cable equipment unless and until the Company and the Customer shall have fully complied with provisions of Section 3.03 above.

3.05 Restoration and Removal Option. In connection with the reconnection of Customer's pre-cable equipment, unless the Customer shall have agreed in writing in advance of installation to allow the Company to retain ownership of wires and equipment installed in, over, and upon the Customer's property, upon the Customer's request and in the Customer's sole discretion, the Customer is entitled,

- (1) To require the Company to remove all wires and other unused, cable-related equipment installed by the Company in connection with the original installation, including without limitation all wires extending onto private property from the public right of way (commonly known as service drops) and to repair all damage to exterior walls of the structure so as to prevent any damage resulting from the elements or other external sources, or
- (2) To require the Company to leave all cable-related wiring in place and undisturbed, provided that the Company shall have the right to disable the service drops at the joinder of the public right of way (and at no other place) in order to forestall diversion of service.

If the Customer shall have agreed in writing in advance of installation to allow the Company to retain ownership of wires and equipment installed in, over, and upon the Customer's property, the Company shall have the option, in the sole discretion of the Company,

- (1) To remove within ten (10) days and at times reasonably convenient to the Customer all wires and other unused, cable-related equipment installed by the Company in connection with the original installation, including without limitation all wires extending onto private property from the public right of way (commonly known as service drops) and to repair all damage to exterior walls of the structure so as to prevent any damage resulting from the elements or other external sources, or
- (2) To leave all cable-related wiring in place and undisturbed, provided that the Company shall have the right to disable the service drops at the joinder of the public right of way (and at no other place) in order to forestall diversion of service, or
- (3) With the prior written permission of the Customer, the Company shall have the right to disable the wiring at points within the property of the Customer

(other than at service drops) and leave the remaining wiring in place.

3.06 Junction Box Disconnection. Notwithstanding the above, the Company in its sole discretion, and upon evidence of theft of service by the Customer or former Customer, may remove its wires from the junction of its distribution system to the outer wall of the Customer's or former Customer's dwelling. The Company must repair all damage to exterior walls of the structure so as to prevent any damage resulting from the elements or other external sources.

3.07 Telephone Access to Customer Service Supervisors. If a Customer requests to speak with a Customer Service Supervisor and none is available, the Customer Service Representative shall record the pertinent information; and the Customer Service Supervisor shall return the telephone call of the Customer within four (4) Business Hours. If the Customer Service Supervisor shall not achieve direct contact with the Customer on the return call, the Customer Service Supervisor shall leave, in any message for the Customer, a direct dial or extension number which will reach the Customer Service Supervisor for the subsequent use of the Customer. If the Customer does not answer and an answering machine is not in use, the Customer Service Supervisor shall be deemed to have fulfilled this obligation by documenting the date and time of the Supervisor's efforts to reach the Customer.

3.08 Customer Service Representative Identification. For purposes of documenting the Customer's communications with the Customer Service Representative, the Customer Service Representative shall provide the Customer with his or her true name, and/or, his or her Customer Service Representative number.

3.09 Service Call Response Times. The Company shall maintain a sufficient number of repair technicians and related support staff, equipment, and facilities to enable the Company to respond to a Customer request for service in all reasonably anticipated circumstances within the following time limitations:

- (1) For System Outages -- response within two (2) hours, including weekends and holidays, after the receipt of notice from Customers meeting the minimum criteria of a System Outage.
- (2) For an Isolated Outage -- response within eight (8) Business Hours after the receipt of a request for service from Customers.
- (3) For Poor Signal Quality -- response within sixteen (16) Business Hours after the receipt of a request for repair and/or rectification of such Poor Signal Quality.

3.10 Service Call Scheduling.

- (1) The Company shall notice Customers by mail, not less than three (3) times per year with at least sixty (60) days between notices, of the Customer's right to request an appointment within a specific four (4)-hour block of time, and upon request of the Customer, the Company shall schedule an appointment accordingly, or
- (2) the Company may schedule a Service Call anytime during its Business Hours.

3.11 Service Call Alternatives. In lieu of a Service Call, the Company may arrange for the return and replacement of converters and/or other Company equipment through the use of parcel delivery services, and/or postage pre-paid mailers at the sole cost of the Company. The Company may provide Customers with the option of deliver and exchange of converters and other Company equipment at specified locations of the Company and/or its agents.

3.12 Service Call Response Criteria. The Company shall be deemed to have responded to a request for service or to the pre-cable reconnection requirement for the purposes of determining compliance with time limitations of this section when a qualified Company technician arrives at the Customer's location and begins work in response to the request, provided that the qualified Company technician continues said work without cessation to completion and rectification to

the extent reasonably possible. The service call shall be considered completed upon a determination that no service problem related in any way to Company equipment remains to be remedied and that the signal quality meets or exceeds the guidelines set forth by the FCC, Part 76. In the case of a Customer not being home when the technician arrives, the technician will leave written notification of arrival; and the Customer will be provided information on rescheduling the appointment within sixteen (16) Business Hours. Two successive failures of the Customer to be present at the appointed time shall excuse the Company of the duty to respond.

3.13 No Charge for Cable-Related Service Call. A Customer shall not be charged for a Service Call unless the service request can be demonstrated by the Company to be unrelated to the Company's system, service, or to be proximately caused by Customer negligence or damage to the Company equipment.

3.14 Force Majeure. The Company shall not be excused from any provision of these Regulations by reason of any cause or excuse except for causes which are not reasonably foreseeable and totally beyond the control of the Company and except with respect to causes which have not been contributed to or aggravated by acts or omissions by the Company.

3.15 Company Failure to Keep Appointment. For each failure of the Company to meet any scheduled appointment within the parameters specified hereby with a Customer who is available and present therefor, the Company must offer the Customer so affected, in the sole discretion of the Customer after describing the options below:

- (1) A credit to the Customer's then current billing balance in an amount equal to the then current rate for one (1) month of basic service level to which the Customer then subscribes; or
- (2) With respect to service connection or repair appointments, an opportunity to elect to seek remedies under California Civil Code Section 1722, if applicable.

The Company shall have the burden of establishing that its representative met the date and time period of the scheduled appointment and that the Customer was not present or available. The Customer shall not be deemed to have made an election unless and until the Company shall demonstrate that it has informed the Customer that, by his/her acceptance of the credit specified above, the Customer shall waive his/her remedies under the Civil Code for the missed appointment.

4.00 SERVICE OUTAGES, REFUNDS, AND CREDITS

4.01 Credit for Outage. Upon a telephone or written request of a Customer which is received by the Company within seven (7) Business Days asserting that the Customer has experienced an outage, which if taken together with others could constitute an Isolated or System Outage, has occurred, the Company shall investigate and substantiate the cause of the outage. For outages which occur and which are not excused pursuant to Section 3.14 above, the Company shall credit the Customer's account in an amount equal to one (1) day's proration of the total monthly charges to the Customer for that month, exclusive of taxes, for each increment of four (4) hours or portion thereof in excess of the initial four (4) hours of time of the outage of one or more channels.

4.02 Refund Check Processing Time. In the event that a refund is due to a Customer at the time of a service disconnection, such refund amount must be paid to the Customer within twenty (20) Business Days after such disconnection provided that all equipment of the Company shall have theretofore been returned.

5.00 BILLS, BILLINGS, DEPOSITS, AND DISCONNECTIONS

5.01 Billing Detail. Every Company billing to a Customer shall itemize separately each fee or charge comprising the total thereof for (1) each category of service, (2) each piece of equipment for which a charge is imposed, and (3) any other fees to which a Customer has agreed. The bill must also specify:

- (1) A Due Date for the payment thereof;
- (2) The amount of the Late Charge, if any, which shall be imposed by the Company for instruments of payment received after the Due Date;
- (3) The Closing Date and the Bill Processing Date of the billing;
- (4) The amount(s) of all payments and other credits applicable through the Bill Processing Date.

5.02 Deposits. Deposits retained by the Company shall appear and be itemized on each billing to the Customer after payment of the Deposit. Said Deposit(s) shall accrue interest at a rate equal to the effective interest rate for new issues of one-year United States Treasury Bills, issued during the last week of October of each year. This interest rate rounded to the nearest percent, shall apply to Deposits held during the subsequent calendar year. Not less than annually on a calendar year basis, the Company shall post to the Customer's monthly bill and itemize thereupon, or in a separate statement, the amount of the interest accrued upon the Deposit(s) of Customer during that year. If, at any time, the Deposit is applied to an outstanding balance of a Customer, the interest on the Deposit shall be prorated.

5.03 Involuntary Disconnection. The Company shall not disconnect service to a Customer for non-payment of amounts due until the Company has provided a written notice of its intent to do so to the Customer. The notice shall be mailed on or after the Due Date, separately from the Customer's billing, at least seven (7) Business Days in advance of the disconnection, or, in the alternative, delivered personally at least five (5) Business Days in advance of the disconnection. The notice shall specify, at a minimum, the following:

- (1) The proposed date of disconnection of service;
- (2) The total payment required to avoid disconnection;

- (3) The total amount in arrears, if that amount differs from the payment required to avoid disconnection; and
- (4) The telephone number of a Customer Service Representative authorized to explain, adjust, and resolve such proposed disconnection.

5.04 Disconnection and Downgrade Fee Prohibited. The Company shall not impose any fee or charge for:

- (1) Complete disconnection of service;
- (2) Downgrading to lesser levels of service if the Customer has theretofore maintained at least the same level of service, being the same premium programming, for at least twelve (12) continuous months;
- (3) Downgrading to lesser levels of service if such downgrading is requested within sixty (60) days after the Company has given notice of a change in rates affecting the services theretofore received by the Customer.

5.05 Escrow Account. The Company may, at its option, establish a supervised escrow account wherein a Customer may be required to deposit the disputed portion of any charge pending final determination of the accuracy or legitimacy of that charge. The nature, location, supervision, and other procedures relating to the use of such an escrow account are subject to the approval of the Commission.

5.06 Customer Credit Reporting. The Company may not disclose, refer, entered or cause or allow to be disclosed, referred or entered ("referral"), any negative report to any consumer credit reporting agency, association, or bureau relating to the payment performance of Customer until the Company has provided a written notice of its intent to do so to the Customer. For purposes of this section, any comment or evaluation other than "as agreed" shall be deemed to be a "negative" report. The notice shall be mailed, separately from the Customer's billing, at least seven (7) Business Days in advance of the proposed referral, or, in the alternative,

may be delivered personally at least five (5) Business Days in advance of the referral. The notice shall specify, at a minimum, the following:

- (1) The date and nature of the proposed referral;
- (2) The total payment required to avoid referral;
- (3) The total amount in arrears, if that amount differs from the payment required to avoid the referral;
- (4) The telephone number of a Customer Service Representative authorized to explain, adjust and resolve such proposed referral;
- (5) The name, address, and Company account number for each entity or agency to whom the Company proposes to make such referral together with advisement that the Customer is entitled to advise said entity or agency of the nature and circumstances of the dispute, if any, with respect to said amount and the proposed referral.
- (2) The amount(s) and basis of any required Deposit(s) and the Company's detailed policies and procedures relating to deductions or offsets therefrom;
- (3) The Company's Toll-Free telephone number, office hours, street address and mailing address, including without limitation, the address(es) to which complaints and inquiries may be directed and a telephone number;
- (4) The Company's general billing policies and complaint resolution procedures;
- (5) The full extent of the Customer's liability for Company equipment in the event of loss, damage, or destruction thereof;
- (6) The charges imposed by the Company related to a Customer's account, including without limitation fees and charges for returned checks, and late charges;
- (7) Notification of the Customer's right to downgrade or disconnect service pursuant to these Regulations within sixty (60) days of the mailing of the Disclosure in connection with such a change in rates;

6.00 NOTICES AND IDENTIFICATION

6.01 General Rate and Programming Disclosure. The Company shall provide each Customer at the times and in the circumstances specified in these Regulations with a General Rate and Programming Disclosure ("Disclosure"). The Disclosure shall contain at a minimum:

- (1) All of the programming bundling, tiers and combinations, equipment, and services currently available pursuant to the Company's obligations to provide uniform service and rates (and subject to lawful exceptions thereto), and the rates and charges which apply thereto, including without limitation all installation charges, provided that in the event of a notification of a change in rates, charges and fees, the Disclosure shall disclose both the current rates and the proposed future rates in a form suitable for comparison of those rates;
- (8) The Customer's right to refer problems, inquiries, or complaints to the Sacramento Metropolitan Cable Television Commission at its designated address and telephone number and to request complete copies of these Regulations from the Commission; and
- (9) Disclosure to the Customer that delivery of the Disclosure precedes any binding obligation in any amount by the Customer for the services or equipment to be provided and that the Customer retains the right to rescind, reject, or modify any earlier incremental service or equipment request which was not accompanied by a disclosure of the costs relating thereto at the time of obligation.

6.02 When Disclosure Required. The Company shall provide each affected Customer with the

Disclosure at each of the following times and circumstances:

- (1) Prior to any binding agreement by the Company with the Customer relating to the provision and/or delivery of initial cable service to be provided by the Company;
- (2) Upon request of any Customer at any time;
- (3) At least thirty (30) days prior to any change in rates, charges or fees for each Customer then subscribing to a service affected by such change;
- (4) Upon any change in programming, tiering, channel combinations or channel line-ups for each Customer then subscribing to a service affected by such change; and
- (5) In any event, not less than once every twelve (12) months to each Customer.

A change in billing practices which does not affect rates or fees does not require distribution of a Disclosure, provided the Commission is noticed of any such changes in billing practices.

- 6.03 Employee Identification. All Company representatives dealing with the public shall have, and prominently display at all times, identification badges identifying the Company, and the representative's name with a current picture to authenticate the representative's identity and affiliation.
- 6.04 Proration in Event of Downgrade or Disconnection in Response to Disclosure. In the event that a Customer should elect to downgrade services or disconnect within thirty (30) days following receipt of a Disclosure in connection with a change in rates, charges, and fees or a change in programming, any proration of charges to the time of downgrade or disconnect shall be at the levels of rates, charges, and fees existing prior to the issuance of the Disclosure.
- 6.05 Complaint Procedures. Within ninety (90) days after the effective date of these Regulations, the Company shall file with the

Clerk of the Commission a copy of its written procedures for receiving, acting upon, and resolving Customer complaints. The procedures shall prescribe the manner in which a Customer may submit a complaint and the time within which the Company commits to investigate and resolve such complaints.

7.00 LOGS AND REPORTING

- 7.01 Promotional Material. The Company shall retain for at least one year, and furnish to the Commission upon request, copies of all promotional material distributed by the Company to Customers, including that material circulated by means of newspapers and/or magazines of general circulation.
- 7.02 Company's Filing of Documents and Disclosure. The Company shall file with the Clerk of the Commission a copy of all of its written documentation which will be presented to and/or executed by Customers, including without limitation the General Rate and Programming Disclosure form. The foregoing documents and the Disclosure shall be subject to the reasonable approval of the Commission as to form. All subsequent revisions and/or additions to said documents and/or Disclosure shall similarly be subject to the reasonable approval of the Commission as to form.
- 7.03 Service Request Record. The Company shall maintain for one year a written record (or, at the option of the Company, an equivalent stored on magnetic media capable of reproduction in printed form by the Company) of all Customer requests which result in a Service Call, including the name of the caller (or account name), date, and the date and time of the Company's response, and a brief (or coded) description of the problem reported and resolved.
- 7.04 Installation Record. The Company shall maintain for one year a written record (or an equivalent stored on magnetic media capable of reproduction in printed form by the Company) of all requests for installation (and/or work orders related thereto), including the date of the request and the time and date of actual service activation.

7.05 Telephone Reporting. Not later than the first day of February, May, August, and November of each year, the Company shall provide the Commission with telephone usage reports detailing its telephone response statistics. These reports shall include the results of a 15-day consecutive period during the previous quarter for busy signals and telephone response time. The General Manager of the Company shall certify to the Commission the accuracy of the statistics and the Company's compliance or non-compliance with the telephone response standards of these Regulations.

7.06 Response to Commission Inquiry. The Commission may, from time to time, make inquiry of the Company regarding the Company's response to particular inquiries and complaints of Customers who have contacted the Commission. In such instances, the Company shall respond to the Commission staff within ten (10) Business Days from receipt of the Commission inquiry with the date, time, and nature of the Company's prior responses to the Customer and the Company's then-current position relative to resolution of the Customer's inquiry and/or complaint.

8.00 ENFORCEMENT

8.01 Informal Resolution. In the event that the Company shall fail, refuse, or neglect to comply fully with the requirements of these Regulations, the Commission's Executive Director shall, except in instances in which time is of the essence in obtaining the Company's compliance and/or the Executive Director determines that such efforts would be futile, attempt informal resolution and rectification of the Company's non-compliance by informal meeting and/or telephone conference between the Company and the Commission staff. Said informal resolution efforts shall be initiated by the Executive Director's general statement of the alleged violations under investigation and the general nature of the evidence then known to the Executive Director. Notwithstanding the foregoing, the nature and extent of evidence which may be presented by the Executive Director in any subsequent Enforcement Hearing, pursuant to section 8.04 below, shall

not be limited or abridged by reason of the presentment or non-presentment or recitation or non-recitation of such evidence in the course of the informal resolution efforts.

8.02 Commission Preference for Cure. To the extent reasonably consistent with the goal of obtaining compliance with the Regulations, it shall be the policy of the Commission to notify the Company of a possible or alleged violation and, if said violation is then curable, allow a reasonable time for the Company to cure the possible or alleged violation. If the Company does so cure, in the absence of aggravating circumstances, it shall be the preference of the Commission to abstain from further enforcement action.

8.03 Determination of Probable Cause for Enforcement Hearing. In the event that the informal efforts at resolution is ineffective or otherwise inappropriate,

(1) The Executive Director may notice the Company to meet with the Executive Director on not less than ten (10) days notice to determine whether or not probable cause exists to believe that the Company has failed, neglected, or refused to comply with the provisions of these Regulations, or

(2) In the sole discretion of the Executive Director, the Executive Director may notice the Company to meet with the Commission on not less than ten (10) days notice to determine whether or not probable cause exists to believe that the Company has failed, neglected, or refused to comply with the provisions of these Regulations.

In either event, the probable cause determination shall be initiated by the Executive Director's general statement of the alleged violations under investigation and the general nature of the evidence then known to the Executive Director and/or the Commission. Notwithstanding the foregoing, the nature and extent of evidence which may be presented by the Executive Director in any subsequent Enforcement Hearing, pursuant to section 8.04 below, shall not be limited or abridged by reason of the presentment or non-presentment or recitation or non-

recitation of such evidence in the course of the probable cause determination.

- 8.04 **Enforcement Hearing.** Upon a determination of the Executive Director, pursuant to section 8.03(1) above, or of the Commission, pursuant to section 8.03(2) above, that probable cause exists to believe that the Company has failed, neglected, or refused to comply with the provisions of these Regulations, the Commission may hold such hearings, conduct such procedures, and impose such remedies as are authorized by these Regulations.
- 8.05 **Conduct of Enforcement Hearing.** The hearing may be conducted either by the Board of Directors of the Commission or, at the sole discretion of the Board, by a hearing officer appointed by the Board to conduct the hearing, provided that, in the event that the cumulative monetary sanction(s) sought for any alleged violation(s) equal or exceed Fifteen Thousand Dollars (\$15,000) in any single proceeding, the Company shall have the option to require the hearing be conducted by a hearing officer.
- 8.06 **Selection of Hearing Officer.** If the matter shall be referred to a hearing officer, the Executive Director and the Company shall each exchange to the other party, not later than ten (10) business days after said order of referral by the Commission, the names of three (3) qualified, neutral, and unaffiliated potential hearing officers. Thereupon, each party shall have ten (10) business days to strike two (2) of the other party's named potential hearing officers, and the hearing officer shall be thereafter determined, as between the two remaining names, by lot. Any such hearing officer shall be an attorney licensed to practice under the laws of the State of California. The cost of providing quarters for the hearing, the compensation for the hearing officer, if any, and the per diem cost of any reporter retained to record the proceedings shall be borne equally by the Company and the Commission, and the Commission is hereby authorized to withdraw the Company's share of such costs from the Company's security deposit with the Commission. The costs incurred by the parties for attorneys fees, expert witness fees,

and other expenses shall be borne solely by the party incurring the costs.

- 8.07 **Burden of Proof at Enforcement Hearing.** At any hearing conducted pursuant to section 8.05 above, the Executive Director shall have the burden of establishing the violation of these Regulations to the satisfaction of the Commission or the hearing officer by a preponderance of the evidence. The Company may present such evidence, consistent with section 8.08 below, as it may desire.
- 8.08 **Conduct of the Enforcement Hearing.** All witnesses testifying at the hearing shall be sworn. Witnesses shall be subject to direct and cross-examination. However, formal rules of evidence applicable to the trial of civil or criminal proceedings in the trial courts of this State shall apply to evidence adduced at the hearing only to the extent that such rules are reasonably necessary to the preservation of the probative nature of the evidence proffered. The provisions of the Administrative Procedure Act, commencing at section 11500 of the California Government Code or any successor legislative enactment, shall not be applicable to any such hearing. The hearing may be continued from time to time.
- 8.09 **Recommended Decision of Hearing Officer.** If the hearing is conducted by a hearing officer, the officer shall, upon conclusion of the hearing, prepare a recommended decision which includes findings of fact and conclusions. The recommended decision shall be filed with the Clerk of the Board of Directors of the Commission and mailed to the parties not later than thirty (30) calendar days after conclusion of the hearing. Upon receipt of such a recommended decision, the Board of Directors may, without a hearing, except, as otherwise required below, either:
- (1) Adopt the recommended decision, including findings of fact and conclusion submitted by the hearing officer;
 - (2) Adopt the findings of fact and conclusions contained in the recommended decision, modify the decision, and adopt the recommended decision as so revised;

- (3) Based upon the record of the hearing, modify the findings of fact, conclusions or decision, and adopt the recommended decision as so revised; or
- (4) Reject the recommended decision and conduct a new hearing, before a hearing officer provided at the Commission's expense.

If the Commission shall act under either subparts (2), (3), or (4) of this section 8.09, the Commission set forth clearly its rationale and reasoning for so doing.

- 8.10 Findings by Commission. If the hearing is conducted by the Board of Directors of the Commission, upon conclusion of the hearing, the Board of Directors shall adopt a decision which includes findings of fact and conclusions.
- 8.11 Monetary Sanctions as Remedies. If the Company is a Franchisee of the Commission, the monetary sanctions established by these Regulations shall be construed as liquidated damages pursuant to the Franchise Ordinance. If the Company is a Licensee and not a Franchisee, the monetary sanctions established by these Regulations shall be construed as police power impositions pursuant to the Commission's exercise of Constitutional police powers pursuant to the Licensing Ordinance.

9.00 REMEDIES

- 9.01 Monetary Sanctions. Monetary sanctions may be imposed by the Commission upon a finding that the Company has not complied with one or more provisions of these Regulations. The Commission may impose monetary sanctions at the conclusion of a noticed hearing pursuant to paragraph 8.04 above, as to each violation so found, not to exceed the amount(s) set forth for the violations of the applicable violation(s) as set forth below.
- 9.02 Conscious Violation. A Conscious Violation is any failure, neglect or refusal of the Company to materially comply with the requirements of

these Regulations under such circumstances as to indicate,

- (1) a conscious policy of non-compliance with the requirements thereof, or
- (2) a conscious lack of a policy of compliance with the requirements thereof.

A prior finding of a violation under section 9.03 or 9.04 below for substantially the same or similar conduct shall create a rebuttable presumption of conscious action or inaction on the part of the Company. For each such violation, the Commission may impose a monetary sanction in an amount not to exceed Fifty Thousand Dollars (\$50,000) and in an additional like sum for each month or portion thereof during which the Company shall fail, neglect, or refuse to rectify said violation beginning thirty (30) days after written notice thereof from the Commission to the Company.

- 9.03 Inadvertent Subscriber Violation. An Inadvertent Violation is any failure, neglect, or refusal of the Company to comply with the requirements of these Regulations as to its obligations hereunder in relation to one or more subscribers under such circumstances as do not indicate a pattern of behavior by the Company in derogation of the referenced requirement. For each such violation, the Commission may impose a monetary sanction,

- (1) in an amount not to exceed One Hundred Dollars (\$100) for each such subscriber and Five Thousand Dollars (\$5,000) in cumulation of the violations as to all such subscribers resulting from any substantially continuous behavior, act or omission, and
- (2) in an additional like sum for each month or portion thereof during which the Company shall fail, neglect, or refuse to rectify said violation beginning thirty (30) days after written notice thereof from the Commission to the Company.

In any proceeding relating to an alleged violation of subpart (1), (2) or (5) of section 6.02 with respect to any particular subscriber, the Company shall be conclusively presumed

to have provided such disclosure if it shall produce a writing, in a form approved by the Commission pursuant to section 7.02, signed or initialled by the subscriber evidencing acknowledgement of receipt of the disclosure.

- 9.04 Inadvertent Company Violation. An Inadvertent Company Violation is any failure, neglect, or refusal of the Company to materially comply with the requirements of these Regulations with respect to the Company in relation to the Commission including sections 7.01 through 7.05 inclusive hereof. For each such violation, the Commission may impose a monetary sanction in an amount not to exceed Five Thousand Dollars (\$5,000) and in an additional like sum for each month or portion thereof during which the Company shall fail, neglect, or refuse to rectify said violation beginning thirty (30) days after written notice thereof from the Commission to the Company.

- 9.05 Repeated Violation Enhancements. The maximum amount specified in section 9.02 above shall be doubled for the second violation under that section for substantially the same or similar conduct occurring within any given twenty-four (24) month period and shall be quintupled for the third violation under that section for substantially the same or similar conduct occurring within any given twenty-four (24) month period.

- 9.06 Alternative Remedies. Neither monetary sanctions imposed hereunder nor any order issued by the Commission related hereto shall be deemed to bar or otherwise limit the right of the Commission to obtain judicial enforcement of the Company's obligations by means of specific performance, injunctive relief, mandate, or other remedies at law or in equity, other than monetary damages.

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date

Jurisdiction/State Kalamazoo, MI

IN YOUR OWN OPINION.....

Operator(s) Cablevision System Corporation

15 Are these new standards different?

How?

YES

☒ NO

Kalamazoo ordinance was based on the NCTA recommended standards of Feb 1990 as apparently were the FCC standards (see comparative chart)

FCC Community Unit Identifier # MI0039

Name/Title Joan Burke

Cable Administrator

Phone (616) 343-2211

Fax (616) 343-3710

1. Have you adopted the FCC customer service standards and notified operator of same?

YES

☒ NO

2. Date you adopted the rules?

3. Date they become effective in your franchise?

4. Did you have customer service standards in place prior to the FCC's rules?

☒ YES

NO

5. Date implemented? 12/10/90

6. Implemented during franchise?

YES

☒ NO

7. Did they require a franchise modification?

YES

☒ NO

8. Implemented during transfer?

YES

☒ NO

9. Implemented at renewal?

YES

☒ NO

10. Were these standards different or more stringent than the FCC's rules?

YES

☒ NO

More specific

11. Specific problems your standards addressed?

The city ordinance which successfully withstood a federal court challenge addresses similar problems as those in the FCC rules. (see comparative chart)

12. Did you pass different or more stringent rules after the FCC rules came out?

YES

☒ NO

13. What date?

14. Franchise modification?

YES

NO

16. Are these standards more stringent?

How?

YES

☒ NO

More enforcement language. Since the city expected a law, said we wanted to demonstrate our reasonableness by sticking to the NCTA standards.

17. Why were they necessary in your community?

Elected officials became concerned about the number of complaints they heard, especially regarding phone service and rude CSR's.

18. What sort of evaluation methods are you using to determine compliance? (describe)

Monthly reports from cable operators
Subscriber complaints

19. Has the operator cooperated in providing necessary or required data?

☒ YES

NO

20. Is your operator's compliance with FCC or your rules generally:

GOOD

☒ OK

BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules?

YES

☒ NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules?

N/A

YES

NO

23. Did you see a decrease in complaints after you implemented your own rules?

☒ YES

NO

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied?

YES

☒ NO

Customer Service Standards for Cable Television
Comparison of FCC Rules with City of Kalamazoo Ordinance

	FCC Federal Standards Title 47CFR part 76	Kalamazoo City Ordinance 1503
Service Center Hours	(1)(A)(i) Conveniently located, trained CSR's, available <u>normal business hours</u> .	Knowledgeable, qualified CSR's 8:30-6:00 Sat 9-12:00 in Kalamazoo
Phone Hours— After Hours	(A) Local toll free line available 24 hours a day, 7 days a week (1)(A)(ii) Inquiries received after business hours by answering service or machine responded to by next business day.	8:30-6:00 Sat 9-12:00 Answering service at all other times.
Busy Signals	(1)(D) Under normal operating conditions the customer will receive a busy signal no more than 3% of time.	Busy signal no more than 3% of time.
Response Time	(1)(B) 30 seconds to make connection. Transfer time not to exceed additional 30 seconds. Standard met at least 90% of time, measured on quarterly basis.	Answer within 4 rings, connected to CSR within 45 seconds once a caller selects button to talk to live CSR. 100% time, monthly average.
Response to Subscriber Complaints	No specific language.	Response within 1 day, resolution in 3 days. If requested, a supervisor will respond by next business day.

*CSR = Customer Service Representative

Bold = more stringent language than Federal standards

	FCC Federal Standards Title 47CFR part 76	Kalamazoo City Ordinance 1503
Installation	(2)(A) Standard installations within 7 business days 95% of the time, measured quarterly.	Standard installations within 7 calendar days.
Service Problems and Outages	(2)(B) Begin work on service interruptions within 24 hours. Other service problems by next business day. 95% of the time	Response to service interruption problems within 24 hours, other service problems within 36 hours. (Credit for outages over 24 hours.)
Scheduled Appointments	(2)(C) Either specific times or 4 hour appointment windows. May schedule outside of normal business hours. May not cancel after close of business day the day prior to the appointment.—95% of time	4 hour appointment windows, consumer credit for one month, or free service if appointment missed, Saturday morning availability required.
Communication to Subscribers	(3)(A)(1) Requires annual notification of products, prices, service policies, lockout devices, refund policies, complaint procedures, privacy rights, how to use the system and VCR's with phone number of City's cable office.	Requires annual notification of products, prices, service policies, lockout devices, refund policies, complaint procedures, privacy rights, how to use the system and VCR's with phone number of City's cable office, and responsibility of City.
Bills	(3)(B)(i) Clear, concise, fully itemized including basic, premium and equipment charges. Will delineate all activity including optional charges, rebates and credits.	Bills clear and concise. Annual consulting with City for clarity and fairness.

	FCC Federal Standards Title 47CFR part 76	Kalamazoo City Ordinance 1503
Billing Disputes	(3)(B)(ii) Respond to written complaint within 30 days or next billing cycle, whichever is earlier.	No termination of service pending resolution of dispute.
Refunds	(3)(C)(i) Refunds issued within 30 days or next billing cycle, whichever is earlier.	Refund checks issued within 45 days or next billing cycle, whichever is earlier.
Changes in Rate, Programming Channels, or Services	(3)(A)(2) 30 day notification when within company control.	30 day notification when within company control.
Penalties	Reserved for local franchising authorities who "should be free to avail themselves of reasonable remedies to assure compliance and fairness...[including] ordering credits or refunds."	Civil infraction judgment for each event involving any one consumer shall not exceed \$100.
Evaluation of Violations	No language	The same as criteria for renewal or denial.
Effective Date	(2)(A) With 90 days written notice (VI)(74) effective July 1, 1993.	10 days after passage of ordinance, December 19, 1990. Full compliance expected within 3 months, March 1, 1991.

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. 1503

AN ORDINANCE CREATING AND ADDING A NEW CHAPTER 41 TO THE CODE OF ORDINANCES OF THE CITY OF KALAMAZOO, MICHIGAN, PERTAINING TO THE REGULATION OF CABLE TELEVISION SERVICE WITHIN THE CITY LIMITS OF THE CITY OF KALAMAZOO, MICHIGAN, INCLUDING GENERAL PROVISIONS AND DEFINITIONS, CONSUMER PROTECTION AND CONSUMER SERVICE STANDARDS, PENALTIES, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, after receiving a recommendation from the Legislative Committee of the City Commission, and following evidence presented as a result of the Public Hearing held in June, 1990, the City Commission has determined that it is necessary to reasonably regulate the operation of cable television service within the City of Kalamazoo, including the articulation and promulgation of consumer protection and consumer service standards; and

WHEREAS, the City Commission finds that consumer protection and consumer service standards should contain a quantifiable telephone response time, reasonable provisions for office and telephone services, installations, outage and service calls, communications, bills and refunds, and program deletions; and

WHEREAS, the City Commission of the City of Kalamazoo finds:

- (1) The City currently regulates one cable television company operating in the City pursuant to Consent Agreement and may be regulating other cable operators in the future by Consent Agreement, Side Agreement, City Code, and applicable federal law. Although the City may grant non-exclusive Consent Agreements to cable television operators, currently cable operations act as a monopoly because there is no competing cable television provider in the City; and
- (2) The majority of the City's television households receive television services, including community programming, through cable, and cable television has become increasingly dominant in Kalamazooans' access to news, entertainment, and information; and

74
77

penetration

- (3) The City's Consent Agreement with the cable operator provides that the City reserves the "police power" for regulations in the public interest; and
- (4) Applicable federal law, as set forth in the Cable Communications Policy Act of 1984, Sec. 632(c) [47 U.S.C. Section 552(c)], provides that a regulating municipality may require provisions for the enforcement of customer service requirements of a cable operator, and provides that nothing in the Act shall be construed to prohibit municipal authority from enacting or enforcing any consumer protection law; and
- (5) The customer service policy does not currently contain any specific customer service standards. Existing standards and policies in the 1981 Fetzer-City cable Consent Agreement on customer service and consumer protection are incomplete, and/or undeveloped. It is important for consistent standards to be established to assist the City Commission and the Office of the Cable Administrator in responding to unresolved consumer and subscriber complaints pertaining to cable television services; and
- (6) The Legislative Committee of the City Commission has held a public hearing to seek public and subscriber input on the existing customer service, the need for customer service standards and the nature of the standards to be developed. The Commission has received testimony and comments from the cable television company operating in the City, and from other jurisdictions; and
- (7) The original baseline for this ordinance is the set of voluntary customer service standards issued by the National Cable Television Association (NCTA), a cable-operator industry group, in February of 1990; and
- (8) The Legislative Committee has developed, reviewed, and revised proposed standards in response to the comments and input from the cable company and interested members of the public. Based on the testimony received and information received at work sessions, the Legislative Committee has recommended that the City Commission adopt the Cable Television Consumer Protection Policy in an ordinance as set forth herein; and

CABLE ORDINANCE CREATING AND ESTABLISHING A NEW CHAPTER 41
Page 3

WHEREAS, the City Commission hereby finds that in order to protect the public health, safety, comfort and general welfare of the people of the City of Kalamazoo, the following regulations and standards are appropriate, necessary, fair and reasonable;

NOW, THEREFORE, THE CITY OF KALAMAZOO ORDAINS:

Section 1. That the Kalamazoo City Code of Ordinances is hereby amended by adding a Chapter, to be numbered Chapter 41, which said chapter shall read as follows:

CHAPTER 41

CABLE TELEVISION

ART. I. In General, §§41-1 -- 41-10

ART. II. Consumer Protection and Customer Service Standards
§§41-11 -- 41-40.

Div. 1. Office and telephone services
§§41-11 -- 41-20

Div. 2. Installations, outages and service calls,
§§41-21 -- 41-30

Div. 3. Communications, bills and refunds,
§§41-31 -- 41-40.

ART. III. Reserved. §§41-41 -- 41-60.

ART. IV. Reserved. §§41-61 -- 41-80.

ART. V. Penalties. §§41-81 -- 41-82.

ARTICLE I

IN GENERAL

Section 41-1. Title and Purpose.

- (a) Title: This chapter shall be known and may be cited as the "Cable Television Consumer Protection Policy of the City of Kalamazoo."
- (b) Purpose: The general purpose of this chapter is to protect the public health, safety, comfort and the general welfare of the people of the City. These general objectives include, among others, the following specific purposes:
 - (1) To protect consumers of cable television services, (hereinafter referred to as "subscribers") from billing, appointment, scheduling, installation, maintenance, repair, program deletion, and other service problems avoidable by the due diligence of a cable system operator; and
 - (2) To protect consumers of cable television services ("subscribers") and their homes by providing parameters for the scheduling of service and installation appointments.

Section 41-2. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings ascribed to them in this section:

- (a) Appointment window--means a specifically scheduled block of time in which service and/or installation and/or disconnection is scheduled to occur, when a cable operator's staff is to arrive at the consumer's home, office, business or other location;
- (b) Basic cable service--means any service tier which includes the retransmission of local television broadcast signals;